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Union: **Addison Central School District Unit 8721, CSEA, AFSCME, AFL-CIO**

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CUS / 8357

AGREEMENT

by and between the

**ADDISON CENTRAL
SCHOOL DISTRICT**

and

**CSEA, LOCAL 1000, AFSCME,
AFL-CIO**

**ADDISON CSD UNIT #8721
STEUBEN COUNTY LOCAL 851**

July 1, 2008 - June 30, 2011

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

112

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ARTICLE 1 - PREAMBLE

This agreement is made pursuant to Article 14 of the Civil Service Law of New York State and entered into as of September __, 2008 between Addison Central School District, hereinafter referred to as the "District" and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, for the Addison Central School District Unit of the Steuben County Local #851, hereinafter referred to as the "Union."

ARTICLE 2 - RECOGNITION

Section 1:

- A. The District hereby recognizes the Union as the sole and exclusive negotiating agent for all titles herein named in Appendix A, attached hereto and made part of this agreement, and for all newly created positions that are mutually agreed to be within the unit. The unit shall exclude substitutes working in titles covered by the unit, those positions designated as Managerial/Confidential, and all positions requiring certification from the State Education Department. Those positions that are not agreed upon shall be submitted to PERB for determination.
- B. All substitutes shall be considered temporary employees and the duration of their employment with the District, in any one position, shall be limited to a duration of not more than 90 consecutive days. Any substitute remaining in a bargaining unit title more than 90 consecutive days shall be considered a bargaining unit member and subject to all terms and conditions of this agreement and eligible for all benefits provided to other bargaining unit employees.

Section 2: The District hereby extends unchallenged representation status to the union for the purposes of collective negotiations with respect to salaries, wages, hours and other terms and conditions of employment, for settlement of disputes or grievances arising thereunder, for the duration of this agreement and until a successor agreement is reached or impasse occurs.

ARTICLE 3 - DUES CHECK OFF AND UNION SECURITY

Section 1: The District shall deduct from the wages of the employees and remit to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York, 12210, regular membership dues and union-sponsored insurances for those

employees who have signed as appropriate payroll deduction authorization(s) permitting such deductions.

Section 2: The Union, as the exclusively recognized representative of the employees within the bargaining unit represented by this agreement, shall have agency shop fee deductions made from the wages of those employees who are not members of CSEA, in an amount equivalent to the membership dues. The District shall remit the amount so deducted along with regular membership dues, as stated above. The District shall accompany such remittances with an itemized listing detailing the names, amounts and reasons for such deductions.

Section 3: Upon execution of this agreement, the District will provide a listing including the employee's name, social security number, amount deducted, type of deduction, annual salary and job title. This listing will be updated as needed by the District supplying notices of new hires, promotions or terminations to the Unit President or his/her designee and CSEA, Inc. via copies of the Board Minutes reflecting such transactions.

Section 4: CSEA, Inc. shall furnish the District with the appropriate documents of the dues deduction to be made each January 1st and any technical assistance required or requested to facilitate dues and agency shop deductions.

Section 5: The District agrees to remit such monies exclusively for the Union on a monthly basis. For union sponsored insurances which require premiums be submitted directly to the insurance company, the District will transmit such premiums directly to the address specified by such company.

Section 6: The Union shall hold harmless the District from any claims, suits, or other forms of liability that may arise as a result of the District's action in deduction of due(s) or fee(s) or insurances as provided under this Article.

ARTICLE 4 - MANAGEMENT RIGHTS

Section 1: The Union acknowledges that the District has, among its vested rights, the right to hire, suspend, discharge, discipline, promote, transfer, assign and supervise employees; the right to determine the number of employees to be hired; the right to abolish positions; and the right to determine the number and schedule of hours to be worked.

Section 2: These rights are not all inclusive; they are merely illustrative of the rights which are inherent to the District.

Any and all rights, powers and authority not expressly abridged by this Agreement are retained by the District.

Section 3: The District acknowledges that its rights shall not operate to abridge existing local, state or federal laws or the same as they may be amended from time to time.

ARTICLE 5 - SUPERSESSION

Section 1: If any provision of this agreement shall be found contrary to law, then such provision shall be deemed invalid except to the extent permitted by law, but all other provisions shall continue in full force and effect. If any provision of this contract is found to be contrary to law, the parties to this contract agree to meet immediately for the purpose of negotiating a lawful replacement provision.

Section 2: This agreement shall supersede any rules, regulations or practices of the District which shall be contrary to or incompatible with its terms.

ARTICLE 6 - UNION RIGHTS

Section 1: CSEA shall have the sole and exclusive right to represent all employees in the defined bargaining unit in any and all proceedings under the Public Employee's Fair Employment Act.

Section 2: CSEA shall have the right to post notices or other communications on a designated bulletin board which is located on a building basis rather than on a departmental basis.

Section 3: Representatives of CSEA shall have access to the premises of the District for the purpose of transacting necessary business regarding the interpretation or enforcement of this agreement.

Section 4: The District recognizes the right of the employees to designate a representative of the Union to appear on their behalf to discuss salaries, working conditions, grievances, disputes pertaining to the terms of this agreement and other terms and conditions of employment and to visit employees during scheduled working hours subject to providing notice to their immediate supervisor and provided there is no undue disruption of the workplace. The union officers will exercise reasonable discretion in exercising such rights.

Section 5: A copy of the agenda for each meeting of the School Board will be made available to the President of the Union, or his/her designee, at the same time distribution is made to the members of the Board. The District will make available to the union a copy of the school board minutes following each meeting of the School Board. The unit president will pick-up a copy of the board minutes from the board clerk.

Section 6: A total of 48 hours per year of "union leave" time for use by employees who are designated or elected as union representatives, shall be available without loss of compensation. Said employee(s) must make notification to his/her supervisor by use of the standard leave request process when he/she intends to use said time. Attendance at formal grievance presentations, disciplinary hearings or negotiating sessions will not to be counted against union leave time.

ARTICLE 7 - DISCIPLINARY PROCEDURE

Section 1: The following disciplinary procedure will be applicable to all employees in the bargaining unit who have completed the probationary period as required by the local civil service authority. This procedure shall be in lieu of Section 75 of the Civil Service Law.

Section 2: An employee shall not be subjected to any disciplinary action except for insubordination, incompetence or misconduct. Employees shall be entitled to representation by a union officer and/or steward whenever he or she is the subject of actual and/or contemplated disciplinary action and if such representation is requested, he or she shall be allowed a reasonable amount of time to secure same.

Section 3: The notice of discipline shall contain a detailed description of the specific acts and conduct for which discipline is being sought, including references to dates, times and places. The notice of penalty will follow Civil Service Law Section 75 guidelines.

Section 4: Service of the notice of discipline shall be made by personal service, if possible, and if such service cannot be effectuated by personal service, it shall be made by registered or certified mail, return receipt requested. A copy of the notice of discipline will be served simultaneously with the unit president. The time limits for presenting a grievance as defined in this agreement will commence at the time of receipt of the notice of discipline.

Section 5: The employee against whom disciplinary action is proposed will be allowed at least eight (8) days from the date the notice of discipline is received for answering charges in writing. Such response will be submitted to the Superintendent and include a request for a hearing if charges are denied.

Section 6: A hearing will be held in accordance with Step Three of the grievance procedure. All other requirements of Step Three of the grievance procedure will be observed.

Section 7: The CSEA may submit a disciplinary grievance to arbitration in accordance with Article 8. At such hearing, the employee charged, upon request, shall be granted permission to be represented by counsel and shall be permitted to call witnesses on his/her own behalf. The burden of proving insubordination, incompetence or misconduct shall be upon the District. Technical rules of evidence shall not be required. The arbitrator shall have the authority to determine preliminarily whether there was probable cause for suspension. In no event may an employee be removed from the payroll in excess of thirty (30) days pending the resolution of a disciplinary grievance.

Section 8: If an employee is found guilty of charges by the Board of Education, the penalty imposed may consist of a reprimand, a fine not to exceed \$100 to be deducted from the salary or wages, suspension without pay for a period not exceeding two months, demotion in grade and title, or dismissal from service; provided, however, that the time during which an employee is suspended without pay may be considered as part of the penalty.

Section 9: If an employee is acquitted by the Board of Education, the employee shall be restored to his or her position with full back pay for the period of the suspension.

Section 10: If the employee is found guilty by the Board of Education, a copy of the charges, the employee's written answer, the arbitrator's recommendation, and the Board of Education's final determination in the matter shall be filed in the employee's personnel file and a copy shall be filed with the Civil Service Commission having jurisdiction over such position. An employee is entitled to a copy of the transcript or tape recording of the hearing upon request, if made, free of charge.

Section 11: No proceeding under this provision shall be commenced more than eighteen (18) months after the occurrence of the alleged insubordination, incompetency or misconduct.

ARTICLE 8 - GRIEVANCE PROCEDURE

Section 1: For the purpose of this agreement, a grievance shall be defined as a dispute or controversy between an individual employee, more than one (1) employee, or the Union and the District arising out of the application or interpretation of this agreement. A grievant shall be defined as the employee(s) or the Union bringing a grievance.

Section 2: It is expressly understood and agreed by the parties that the grievance procedure provided for in this Article does not apply to and is not intended as a substitute or an alternative for any action permitted by or required of the District under any Article of the State Civil Service Law.

Section 3: The purpose of this Article is to provide the sole method for the settlement of grievances as defined herein. All grievances must be filed at the first available stage in writing within twenty (20) working days after an employee or the Union knew or should have known of the event or conditions giving rise to a grievance. All such grievances shall be settled in accordance with the following procedures:

STEP ONE: The grievance shall be presented orally by the aggrieved employee to his/her immediate supervisor with or without his/her union representative, at the employee's option. If discussion of the resolution of the grievance with the immediate supervisor does not result in the resolution of the grievance, then the employee may file a written grievance with the immediate supervisor within five (5) working days of said discussion. The immediate supervisor will issue a written response to the grievance within five (5) working days after receipt of the grievance. If the grievant is not satisfied with the immediate supervisor's response, he/she may proceed to Step 2 by appealing the grievance to the next level of administration, if any, within five (5) working days after receipt of the response. If the next level of administration is the Superintendent of Schools, then the response may be appealed to Step 3.

STEP TWO: Within five (5) working days after the next level of administration (if not the Superintendent of Schools) receives the written notice of the appeal, he/she will convene a meeting between the grievant, his/her union representative and the immediate supervisor for the purpose of resolving the grievance. If the grievance is not settled to the grievant's satisfaction within five (5) working days following the meeting, the grievant may appeal the grievance to Step 3.

STEP THREE: Within five (5) working days after the Superintendent receives the written appeal of grievance, he/she will hold an evidentiary hearing on the grievance. The Superintendent will issue a written decision on the grievance within ten (10) working days following the hearing.

Section 4: Failure to give a response or decision within the specified time limits set out above shall permit the lodging of the grievance to the next step.

Section 5: Either party may request, in writing, an extension of these time limits.

Section 6: Arbitration

Within thirty (30) calendar days of the Superintendent's decision at Step Three, the CSEA may submit the grievance to arbitration by presenting a demand for arbitration to the Public Employment Relations Board (PERB) and simultaneously providing a copy of such demand to the District. PERB will provide a list of arbitrators in accordance with its rules. The District and the CSEA will equally share the costs of the arbitrator selected by the parties.

Section 7: The arbitrator shall have no power to add to, subtract from or modify any provisions of this agreement.

Section 8: No arbitrator shall decide more than one grievance on the same hearing or series of hearings except by mutual agreement between the parties.

Section 9: All decisions of the arbitrator shall be of an advisory nature.

ARTICLE 9 - COMPENSATION

Section 1: New Hires: (July 1, 2008 - June 30, 2011)

- A. The Instructional Support Staff Starting Salary Schedule for new employees is attached as Appendix C. The "year" column refers to the current contract year (July 1st). The dollar amount in the "year" column is the starting rate for that contract year for the appropriate position appearing in the "title" column. For example, a new employee with no experience hired on October 1, 2008 for the position of food service helper would be hired at the rate of \$7.47 per hour.

- B. Any new hire who has previous work experience may be compensated for up to five (5) years of such experience that he or she brings to the position. No starting salary for such an employee may exceed a current District employee with similar years of experience.
- C. For the duration of this contract new employees shall follow the Instructional Support Staff Starting Salary Schedule, Appendix C.
- D. All new employees will be notified of their beginning and ending dates of their probationary period in writing.

Section 2: CURRENT EMPLOYEES

For the following years of the contract the hourly salary increases are as follows:

- A. July 1, 2008 - June 30, 2009: 4.5%
- B. July 1, 2009 - June 30, 2010: 4.2%
- C. July 1, 2010 - June 30, 2011: 4.2%

Section 3: SERVICE PAYMENTS

The following section shall be effective July 1, 2008.

- A. Any employee who has completed fifteen (15) years of service with the District will receive a one-time payment of \$200 in the last paycheck in June after completion of that year.
- B. Any employee who has completed twenty (20) years of service with the District will receive a one-time payment of \$350 in the last paycheck in June after completion of that year.
- C. Any employee who has completed twenty-five (25) years of service with the District will have \$500 added to the employee's base pay on July 1 after completion of that year.

ARTICLE 10 - HOLIDAYS

Section 1: The following days shall be designated as paid holidays: For 12 month employees who are regularly scheduled to work a minimum of thirty-five (35) hours:

Independence Day
Labor Day
Columbus Day
Veterans Day

ARTICLE 11 - PERSONAL BUSINESS DAYS

Section 1: Each full-time employee shall be allowed two (2) personal business leave days per year, credited on July 1st of each year. Such leave shall be used to conduct personal business which cannot be conducted on other than school time. Newly hired full-time employees shall be credited with one-half (1/2) personal business leave day after completion of each three (3) months of service in the initial year of employment and with two (2) days on each July 1st thereafter. Unused personal business days will be converted to sick days at the end of the school year.

Section 2: Employees may request personal business days without being required to offer a reason if they make such requests with 24 hour notice. For requests made with less notice, a brief description of the reason for the request will be given. No more than two employees from a department may use personal days unless approved by supervisor or administrator.

Section 3: Personal business leave days/personal leave may not be used for vacation or recreation purposes or to extend a holiday or vacation unless permission is granted for such use by the supervisor or administrator.

Section 4: Personal Business Days may be used in either half or whole day segments.

Section 5: An employee may convert one accumulated sick day to a personal day each fiscal year. Such employee must provide at least one week's notice of such proposed conversion of an accumulated sick day. The proposed conversion of a sick day to a personal day requires Superintendent approval. Such approval is at the discretion of the Superintendent. The disapproval of a proposed conversion may not be grieved.

ARTICLE 12 - VACATIONS

Section 1: Eleven and Twelve Month Employees:

<u>Years of Service</u>	<u>Number of Days</u>
Less than 6 months	0
6 months - 1 year	1 day per month
1 year - 10 years	10
11 years - 15 years	15
16 years	16

Thanksgiving Recess (Thursday & Friday)
Christmas Eve Day
Christmas Day
New Year's Eve Day
New Year's Day
Martin Luther King Jr. Day
President's Day
Good Friday
Memorial Day

Total of 14 days

For 11 month employees who are regularly scheduled to work a minimum of thirty-five (35) hours, all of the above, except Independence Day, for a total of 13 days. Said employees will not receive Christmas Eve Day and New Year's Eve Day when they fall on a weekend.

For 10 month employees who are regularly scheduled to work a minimum of thirty-five (35) hours, all of the above, except Independence Day, plus four (4) additional days at Christmas for a total of 15 days.

Section 2: When one of the above holidays falls on a Sunday, that holiday shall be observed the following Monday by all employees.

Section 3: When one of the above holidays falls on a Saturday, that holiday shall be observed on the preceding Friday by all employees. In the situation where Christmas & New Year's Day falls on a weekend and therefore the eve holiday can not be taken due to school being in session; the "eve" holiday will be granted by the District to 12-month employees as a "flex" holiday. Employees will not be eligible for the flex holiday until after the related holiday (Christmas & New Year's Day) has been reached. The flex holiday will be taken on a day when school is not in session and only with the immediate supervisor's approval. In a normal year when the "eve" holiday falls during the week, the "eve" holiday shall be taken on the designated day, with no flex day awarded.

Section 4: If a holiday should fall on the employee's scheduled day off, he/she will receive another day off to be determined by the employee's supervisor.

Section 5: In the event it becomes necessary for an employee to work on any of the above holidays or days that are specified in Sections 2 and 3 above, the employee shall be granted pay at time and one-half the normal hourly rate for all hours worked.

17 years	17
18 years	18
19 years	19
20 - 30 years	20
31 and beyond	25

Ten Month Employees who do not follow the Teachers' calendar:

<u>Years of Service</u>	<u>Number of Days</u>
Less than 11 years	0
11 years to 20 years	5
21 years to 30 years	10
31 years and beyond	15

Section 2: Vacation will be credited on July 1 of the following school year after the anniversary date of all employees who are eligible.

Section 3: Vacation may not be taken on days when school is in session, except with prior approval by the Supervisors or Administrators. However, if a vacation request was made and denied and no time can be scheduled prior to June 30th, the employee will be allowed to carry it over to the new year or request payment for same. It is not intended that vacation leave be accumulated for cash payment purposes and normally this vacation time is to be used during the year it was earned. However, in the case of denial or other similar circumstances up to 5 (five) days may be carried over with approval of the Superintendent of Schools.

Section 4: Employees are encouraged to submit vacation requests to Supervisors or Administrators as far in advance as possible but only in emergency situations, approved by the immediate supervisor, will requests be approved if less than five (5) days advance notice is given.

Section 5: Seniority shall be the deciding factor for approving requests when there is a conflict, provided that the most senior employee's request was received at least fifteen (15) days in advance of requested time.

Section 6: Requests submitted on a standard leave request form at least ten (10) days in advance shall be considered approved unless the employee making the request is notified within five (5) days of making the request, that it is denied.

Section 7: Accumulated vacation shall be paid, pro-rata, at the time of termination of employment, unless the termination occurs

as the result of disciplinary action. An employee's estate shall receive the monetary equivalent of any accumulated but unused vacation up to ten (10) day's should said employee die while still employed by the District.

Section 8: During the month of August of each year, employees in the bargaining unit shall receive a printout indicating the number of vacation days the employee has for the current school year.

ARTICLE 13 - SICK LEAVE

Section 1: Each employee shall be permitted to accumulate sick leave to a maximum of two hundred (200) days as of June 30 each year, to be applied toward time off due to illness or injury to the employee or to a member of the employee's family.

Section 2: Each employee who works 20 or more hours per week shall receive ten (10) days per year for ten month employees and eleven (11) days per year for eleven month employees and twelve (12) days per year for twelve month employees. Part-time and hourly employees who work less than twenty hours per week shall receive one-half of the sick days that employees who are regularly scheduled to work at least 20 hours per week receive. All such "days" provided to employees will be equal to the number of hours per day that an employee is regularly scheduled to work.

Section 3: When sick leave exceeds three (3) days, the District may require as a condition of payment, a statement from the employee's doctor certifying the nature of the illness or injury and the probable period of disability.

Section 4: When sick leave exceeds thirty (30) days in a school year, the District may require the employee to undergo a physical examination by a physician selected by the District and paid by the District.

Section 5: Seven (7) days of sick leave may be used by the employee for illness in the employee's family. The term "family" means anyone residing in the employee's immediate household, an employee's spouse, child, foster child, grandchild, parent or person in parental relationship.

Section 6: Leave for dental or medical office visits (scheduled sick leave) shall be allowed provided the employee requested such leave from his/her immediate supervisor. Employee's shall exhaust sick leave accruals for dental or medical office visits prior to personal leave accruals being used for dental or medical

office visits. Time off for dental or medical office visits will be applied according to equal standards for all employees and such permission will not be unreasonably withheld.

Section 7: Upon retirement an employee shall be entitled to additional service credit for all accumulated unused sick leave pursuant to the provisions of Section 41 (j) (up to the maximum number of calendar days allowed under the 41(j) service credit toward retirement) of the Retirement and Social Security Law.

ARTICLE 14 - BEREAVEMENT LEAVE

Section 1: Each employee shall be allowed up to three (3) days leave of absence with full pay in the event of death of the employee's father, mother, sister, brother, spouse, child, father-in-law, mother-in-law, grandchild, grandparent, grandparent of spouse, step-child, adoptive child, foster child, step-parents, foster parents, sister-in-law, brother-in-law or anyone living in the household of the employee.

Section 2: Payment for such leave is granted only if such leave falls on scheduled work days up to and not in excess of three (3) days to the day of interment, provided said employee attends the funeral and furnishes proof thereof if requested by the District.

Section 3: One (1) day leave of absence without pay to attend the funeral of a close friend or associate may be granted, provided adequate notice is given and the absence does not cause undue problems for the District.

ARTICLE 15 - PARENTAL LEAVE/CHILD CARE LEAVE

Parental and Child Care leave shall be granted in accordance with Family Medical Leave Act.

ARTICLE 16 - LEAVE OF ABSENCE

Extended leaves, not covered by sick leave, personal leave, bereavement leave or vacation will be granted only in unusual or emergency situations. Leave may be granted by the Superintendent up to one year and will be without pay or other benefits.

ARTICLE 17 - JURY DUTY

Any employee serving as a juror or waiting in court for selection shall receive his or her regular daily wage.

ARTICLE 18 - SICK LEAVE BANK

Section 1: Upon completion of six months of employment or anytime thereafter, employees may join the sick bank by contributing three (3) days of accumulated sick leave to the bank.

Section 2: A sick bank committee (comprised of two union members and an Administrative designee of the Board) shall consider approval of all applications to draw from the Sick Leave Bank. Periodic reports covering its function shall be issued to each party in September and in February of each school year.

Section 3: The following terms shall be considered for approval for all applications:

- A. Any employee covered by this agreement, who is a member of the Sick Leave Bank, after they have exhausted all of their personal, vacation and sick days may borrow from the Sick Leave Bank. An employee may borrow up to one-half (1/2) of the total accumulated unused sick days since the beginning of their employment with the District. (Ex: If a member has worked for the District for ten years, and is a ten month employee with ten sick days being granted per year, the employee should have one hundred sick days. This member may then borrow up to fifty (50) days from the sick leave bank.) The sick leave bank committee will consider additional days on an individual basis.
- B. No employee may borrow from the bank more than one time in any school year.
- C. No sick leave which has been contributed to the Sick Leave Bank shall be considered unused sick leave for the purpose of computing service credit upon retirement.
- D. No employee can borrow sick leave for absence due to an illness or injury arising out of, and in the course of, employment. This will be covered under Worker's Compensation.
- E. Satisfactory medical documentation shall be provided to the administrators of the Sick Leave Bank, to include a brief

diagnosis, start date of illness and expected date of return to work. The Sick Leave Bank is intended for an extended leave and is not intended for day to day leave.

- F. There has been no disciplinary action relating to abuse of sick leave for the previous school year.

Section 4: When an employee who has borrowed from the Sick Leave Bank returns to work any remaining unused borrowed sick bank days will be returned to the bank. The employee shall begin repaying the bank at a rate of 5 (five) days each year until the total amount is repaid. These days will be repaid to the bank at the beginning of the each school year.

Section 5: Applications for Sick Leave Bank usage shall be made to the CSEA Unit President or the sick bank committee.

Section 6: A member who reaches the end of the school year and has sick days in excess of the maximum total amount of accumulated sick days that can be accrued according to the collective bargaining agreement will have those days donated to the Sick Leave Bank. Those days will not be credited to the member.

Section 7: Any CSEA member may directly donate any number of their unused sick days to any individual that might be in need of additional sick days. The CSEA member does not have to be a member of the Sick Leave Bank and days directly donated do not have to go through the Sick Leave Bank. Any days so donated will not be compensated nor replenished to the donor.

ARTICLE 19 - PAST PRACTICE

Any past practice or benefit presently in effect and not modified or abridged by this agreement shall continue in full force and effect for the term of this agreement.

ARTICLE 20 - OVERTIME/COMPENSATORY TIME

Section 1: Employees covered by the collective bargaining agreement shall be offered overtime prior to the District offering the overtime to a substitute. Supervisors have discretion on whether to offer overtime and to whom the overtime is offered.

Section 2: Time and one-half will be paid for all hours over forty (40) hours worked per week (including holiday and sick leave time). Such hours will be payable in cash or as compensatory time. Whenever possible, selection of cash or compensatory time will be mutually agreed upon with the supervisor retaining the final decision. The inclusion of approved paid leave time does not apply to bus drivers.

Section 3: Thirty-five (35) hour per week employees will be paid or receive compensatory time between the hours of 35 and 40 at straight time rate for all hours worked.

Section 4: All compensatory time needs prior approval by Supervisor or Administrator before being worked and/or taken. Employees shall be made aware of the option selected at the time the employee accepts the assignment.

Section 5: When approved by a Supervisor or Administrator, compensatory time must be taken within four (4) weeks of having been earned. If a request to use compensatory time is denied, an extension of two (2) weeks may be granted. If the employee is not able or willing to use the compensatory time during the two-week extension, the employee shall be paid the cash equivalent of such time.

Section 6: Compensatory time may be accumulated up to a maximum of forty (40) hours.

ARTICLE 21 - SHIFT DIFFERENTIAL

All night shift employees shall be paid fifty cents (50¢) per hour in addition to their regular base pay for work performed on their regularly scheduled shift.

ARTICLE 22 - CALL-IN PAY

Employees who are called in to work prior to or following their normal regularly scheduled work hours will be compensated for a minimum of one (1) hour in addition to hours actually worked.

ARTICLE 23 - LIABILITY PROTECTION

The District will provide the appropriate liability coverage to cover employees for any act or action performed in connection with the employee's routine assigned duties.

ARTICLE 24 - MILEAGE FOR USE OF PERSONAL VEHICLE

When a school vehicle is not available, the District agrees to reimburse an employee at the rate established annually by the Board of Education for all business related mileage incurred by use of the employee's personal vehicles.

ARTICLE 25 - LABOR/MANAGEMENT COMMITTEE

Section 1: The purpose of the Labor/Management Committee is to encourage harmonious relations between the District and the Union. The Committee will meet to discuss and seek to resolve collaboratively issues of mutual concern. Nothing contained herein supersedes or replaces the express provisions of the grievance procedure as set forth in Article 8 of this Agreement.

Section 2: The Committee shall be comprised of the Superintendent and a representative of his/her choice and the Unit President and a representative of his/her choice. The attendance of other representatives will be allowed upon mutual consent of both the Superintendent and the Unit President.

Section 3: The Labor/Management Committee will meet, at a minimum, five times each school year, at a time and place to be decided by both the Superintendent and Unit President. They may meet more often by mutual agreement.

Section 4: At least five (5) business days prior to the meeting date, the Superintendent and the Unit President shall communicate the items to be placed on the agenda for discussion.

ARTICLE 26 - HEALTH INSURANCE

Section 1: Current plan is administered by the Central Southern Tier Health Care Plan (hereinafter, the "Plan"). The Plan Document and Administration Manual are herein incorporated by reference.

Section 2: CO-PAYMENTS

- A. The District will subscribe to the P.P.O. option endorsement including the \$10.00 co-payment for brand name prescriptions with a \$0 co-payment for generic prescriptions.

- B. Effective October 1, 2008, the following prescription drug co-payments shall apply:

	<u>Retail Pharmacy</u>	<u>Mail Order Pharmacy</u>
Generic drugs:	\$5	\$5
Preferred brand name drugs:	\$15	\$15
Non-preferred brand name drugs:	\$40	\$40

- C. There will be a \$10.00 charge for each physician office visit.
- D. A \$50.00 co-payment will be charged for emergency room visits that are not life threatening.

Section 3: ELIGIBILITY-DISTRICT/EMPLOYEE CONTRIBUTION

- A. All ten, eleven and twelve month employees who are regularly scheduled to work a minimum of thirty-five (35) hours per week are eligible for health insurance. Transportation department employees who receive an annual salary of at least ten thousand nine hundred dollars (\$10,900) will also be eligible for the health insurance contribution below. For these employees, the District will pay 85% of the annual premium for family or individual coverage beginning in school year 2007 - 2008. The employee will be required to pay the rest of the actual premium cost.
- B. If both spouses are employed by the District, the District will pay for only one (1) family plan; or if the carrier permits, two (2) single plans where appropriate.
- C. Ten, eleven and twelve month employees who are regularly scheduled to work a minimum of fifteen hours per week may elect to participate in the health care plan. Transportation department employees who receive an annual salary of at least five thousand four hundred and fifty dollars (\$5,450) will also be eligible for the health insurance contribution below. For these employees the District will contribute 50% of the share it contributes for full-time employees.
- D. Employees whose hours of employment change during the year will have the appropriate adjustment made in their health insurance coverage.

Section 4: Any employee who is eligible for full-time health insurance coverage and does not enroll in the plan will receive \$1200; however, if thirteen (13) or more employees opt for and qualify for the buy-out, the payment will be \$1800. In order to be eligible for this payment, the employee must be employed from July 1 to June 30 of the year and not be enrolled in the plan for any of that time. Payment will be made in the second paycheck of June. If the District changes the hours for any employee who is currently enrolled in the health insurance plan, such employee may opt out of such plan and be eligible for a pro-rated buy-out.

Section 5: The District shall provide dental benefits through the Dental Care Plan for Addison Central School. Such plan document is hereby incorporated by reference.

Section 6: No change in current coverage shall be made by the District without prior approval of the Union.

Section 7: The District shall provide health and prescription coverage to eligible retirees. The District contribution rate for retirees will be the same as is paid for active employees participating in the Plan. To be eligible for retiree coverage, the retiree must:

- A. Have been employed with the District for at least ten (10) years;
- B. Have been an active participant in the Plan at the time of retirement; and
- C. Be qualified and eligible for retirement under the provisions of either the New York State and Local Employees' Retirement System or the Social Security Administration.

ARTICLE 27 - OUT-OF-TITLE

Any employee required to work in a job title that pays a higher rate than does his/her regular job, shall be paid the higher rate for all hours worked in that job after filling the position for fifteen (15) days or more in any fiscal year.

ARTICLE 28 - TAX SHELTERED ANNUITIES

Payroll deductions will be made available by the District for those employees wishing to participate in a qualified, voluntary tax-sheltered account. The District is not responsible for such funds once deducted and transmitted to the appropriate disbursing

agent. Additionally, the District is not responsible for the plan once voluntarily chosen by the employee(s).

ARTICLE 29 - EVALUATIONS

Section 1: All employees will receive an annual written evaluation. This evaluation will be completed by the employee's immediate supervisor. The supervisor will discuss the evaluation with the employee and the employee will be given the opportunity to attach written comments. A copy will be given to the employee and a copy will be sent to the Superintendent for inclusion in the employee's personnel file. Evaluations should be completed by May 1st. An employee who does not receive an evaluation by June 30th shall be deemed satisfactory for that school year.

Section 2: When evaluations are reviewed by the supervisor with the employee, the employee may request a union representative be present. The union representative will act as an observer only. Appointments for such review shall be scheduled in such a way that sufficient time is provided to discuss the evaluation.

ARTICLE 30 - PERSONNEL FILES

There shall be an official personnel file maintained for an employee and kept in the Superintendent's Office. Upon prior written notice of at least two (2) working days, an employee may review his/her personnel file. No material related to an employee's conduct, performance, character or personality which is derogatory in nature shall be placed in the personnel file without written notification to the employee. The employee shall receive a copy of such material upon request and to place in such file a response of reasonable length to anything contained therein which such employee deems to be adverse.

ARTICLE 31 - IN-SERVICE

Section 1: Members of the CSEA unit will receive compensation at their current pay rate when they participate outside of the work day in an elective course of study that will improve the performance of their duties in their current position. All such trainings or workshops must receive prior administrative/supervisor approval before attending.

Section 2: Employees may receive a one-time two hundred fifty dollar (\$250) payment for each 15 clock hours of training that has received the prior approval of the Superintendent. The

Superintendent has discretion as to whether approval for the training is provided. The Superintendent's decision is not subject to the grievance procedures.

ARTICLE 32 - EMERGENCY CLOSINGS

Section 1:

- A. On days when school is closed due to snow or other official declared emergencies, ten (10), eleven (11) and twelve (12) month employees are expected to report to work as safety and individual conditions permit.
- B. Employees who may be more than one hour late must call in to their immediate supervisor.
- C. School nurse(s), health monitor(s), teacher aide(s), family worker(s), library typist(s) will follow the teacher's schedule for emergency closings.
- D. Bus drivers and cafeteria workers are not expected to report.

Section 2:

- A. In those cases when the Steuben County roads are officially closed, employees are not expected to report to work and will not be required to charge their leave accruals.
- B. On these occasions, employees who are called in to work will be compensated under the call-in pay policy of Article 22.

ARTICLE 33 - LAYOFF PROCEDURE

Permanent employees are to be laid off in accordance with all present and future applicable sections of the Civil Service Law.

ARTICLE 34 - EMPLOYMENT SECURITY

Should there be proposed a loss of present jobs or reduction in hours by permanent employees as a result of any decision the District may make to contract out for goods and services, the District agrees to provide CSEA with sixty (60) days notice of its intent.

ARTICLE 35 - POSTING/VACANCIES AND PROMOTIONS

Section 1: All vacancies and promotional opportunities shall be posted at least ten (10) working days prior to the date they are to be filled.

Section 2: Announcements shall contain the title, shift, minimum qualifications and location of the vacancies. Copies of such postings will be sent to the unit president at the time of posting.

Section 3: Employees who wish to be considered shall be allowed to file appropriate notice with the designee of the District prior to the expiration of the posting.

Section 4: Appointments to higher salaried positions will be made from among candidates meeting the minimum qualifications, who make timely application. Selection will be made by the supervisor based on a consideration of a variety of criteria including seniority. An appeal of this decision may be made by following the grievance procedure prescribed in Article 8.

Section 5: Requests for transfer or reassignment shall also be considered using a variety of criteria including seniority, providing applicants meet the minimum qualifications for the position.

ARTICLE 36 - CONFERENCE DAYS

All employees required to attend Conference Days will be compensated at their regular hourly rate for all hours worked up to eight (8) hours per day.

ARTICLE 37 - RETIREMENT

Section 1: Application of unused sick leave as additional service credit upon retirement. Upon retirement an employee shall be entitled to additional service credit for all accumulated unused sick leave pursuant to the provisions of Section 41 (j) (up to the maximum number of calendar days allowed under the 41 (j) plan service credit toward retirement) of the Retirement and Social Security Law.

Section 2: Employees will be provided with health insurance benefits in retirement in accordance with Article 26(7).

ARTICLE 38 - HEALTH AND SAFETY

The District shall continue to make reasonable and necessary provisions for the safety and health of its employees during hours of employment. All employees covered by this agreement shall cooperate in the implementation of all such reasonable and necessary safety and health provisions. It is recognized as being the mutual obligation of the District and the union to assist in the elimination and prevention of unsafe and unhealthy working conditions and practices and jointly to assist in the prevention of accidents. Any safety and health issues shall be placed in writing and presented to the labor/management committee for review and response.

ARTICLE 39 - WORKDAY/WEEK/YEAR

Section 1: WORK YEAR CALENDAR

- A. The work year for all twelve-month employees begins on July 1st and ends on June 30th.
- B. The work year for ten month employees begins on September 1st and ends on June 30th.
- C. School nurses, library clerks, library typists, family worker, health monitor and teacher aides will follow the teachers' calendar.
- D. The work year for the attendance clerk shall be twelve (12) months. From July 1st to June 30th, the attendance clerk shall follow the calendar for ten-month clerical employees. The summer hours for the attendance clerk will be set by the secondary principal and the attendance clerk to insure that the summer responsibilities are accomplished. The number of work days for the month of August may be worked over the months of July and August, as approved by the secondary principal.
- E. The Transportation Supervisor and School Lunch Manager will establish the work year for bus drivers and cafeteria workers. Bus drivers and cafeteria workers will be guaranteed a work year of at least 182 days.
- F. Latch key workers will follow the teachers' calendar. Other work days may be authorized by the Elementary School Principal.

- G. Ten (10) month employees who return to work earlier than their designated date of September 1st will be compensated at their regular rate of pay. Such request shall be with the approval of the Superintendent of Schools.
- H. Any additional days worked during summer recess will be with prior approval and notice of their supervisor. Ten-month employees who work in the same title during the summer recess will receive the same wage rate as they earned in the prior fiscal year. Otherwise, employees working in a different title will be paid at the current fiscal year's starting rate. The District will post the wage rates for summer positions. Ten-month employees will have the right of first refusal for summer positions.

Section 2: WORKDAY

- A. The normal work day for ten, eleven and twelve month employees is 7:45 a.m. to 4:15 p.m. During this time all employees are entitled to a one-half hour lunch period and two paid fifteen minute breaks. The Bus Garage Mechanic is entitled to a one hour unpaid lunch.
- B. Maintenance staff, guidance typist and day-time cleaning staff will normally work from 7:00 a.m. to 3:30 p.m. During this time they are entitled to an unpaid one-half hour lunch period and two paid fifteen minute breaks.
- C. School nurses, health monitors and teacher aides will work the same hours as the teachers in their building. During this time they are entitled to an unpaid one-half hour lunch period and two paid fifteen minute breaks.
- D. Night shift employees, such as custodians, cleaners and maintenance mechanics, will normally work from 3:00 p.m. to 11:30 p.m. During this time they are entitled to an unpaid one-half hour lunch break and two paid fifteen minute breaks.
- E. On days when school is not in session, all ten, eleven and twelve month employees will be allowed to leave 45 minutes earlier than their normally scheduled work time. During this time they will be allowed a 30 minute paid lunch break and a 15 minute paid break. Normally the night cleaners will work days. Occasionally, they will be scheduled on evenings; i.e., night graduation.
- F. On days before holidays when school will not be in session, all ten, eleven and twelve month employees will be dismissed thirty (30) minutes before their normal dismissal time.

- G. The Transportation Supervisor and School Lunch Manager will establish hours for bus drivers and cafeteria workers depending on the need for each individual employee.
- H. Full-time school lunch staff will work hours as assigned by the School Lunch Manager. They are entitled to two (2) paid fifteen minute breaks during that time.
- I. Part-time school lunch employees who work over four hours are entitled to one 15 minute paid break.
- J. Bus drivers and bus monitors are part-time, ten-month employees.
- K. The District shall allow each employee an uninterrupted lunch break. The lunch break of the employee may only be interrupted in the case of an emergency. If an emergency does occur and the employee must interrupt the lunch break, the employee, once the emergency has subsided, shall be allowed to resume and complete the full lunch break.

Section 3: Flex Time

- A. On days when school is not in session, the determination as to whether an employee may work a flexible schedule shall be made by the immediate supervisor and/or department head. The determination of an individual's flexed schedule shall be made between the individual and his/her supervisor/department head. In the event two or more persons in the same department request the same flex schedule but cannot be accommodated, the most senior individual shall have first preference. In the event that an individual and his/her supervisor/department head cannot agree on a flex schedule, the individual's hours will remain the same as they were previous to the adoption of flex time. In the event that the supervisor/department head decides to cease flex time, the employee(s) shall be given ten (10) working days written notice.
- B. When school is in session typists, senior typists and clerks may be allowed to flex their work hours with the approval from the immediate supervisor or administrator.
- C. Normal work week will be Monday through Friday.

SIGNATURES

This agreement is hereby entered into by the undersigned
effective September __, 2008:

FOR THE UNION

FOR THE DISTRICT

Kelly Sue Comfort,
Labor Relations Specialist

Betsy Stiker,
Superintendent

Bill Hassoldt,
Unit President

APPENDIX A - JOB TITLES

TRANSPORTATION

Bus Attendant
Bus Driver
Bus Mechanic
Head Bus Mechanic

CUSTODIAL/MAINTENANCE

Building Maintenance Mechanic
Cleaner
Custodian
Groundskeeper
Head Custodian
Laundry Worker

CLERICAL

Account Clerk
Account Clerk-Typist
Attendance Clerk/Counselor
Clerk
Library Aide
Library Typist
Senior Account Clerk-Typist
Senior Typist
Typist

NURSING

Licensed Practical Nurse
Registered Professional Nurse

MISCELLANEOUS

Teacher Aide
Receiving Clerk
Family Worker
Latch-Key Coordinator
Latch-Key Aide
Parent Center Asst. Director
Parent Center Director
School Monitor

CAFETERIA

Assistant Cook
Cook
Food Service Helper
School Lunch Driver
Senior Food Service Helper
School Monitor

Management/Confidential Titles Not Included In The Bargaining Unit:

Account Clerk-Typist (Board Clerk)
Director of Facilities
Personnel Clerk
Food Service Manager
Senior Typist (District Office - Superintendent's Secretary)
Transportation Supervisor
Senior Account Clerk/District Treasurer
Typist/Secretary to Assistant Superintendent for Curriculum and Instruction
Senior Account Clerk/Business Office
Supervisor for Data Services (District Office)

APPENDIX B

BUS DRIVER POLICIES

1. Union representatives will meet with the Transportation Supervisor and the Business Administrator and Superintendent to discuss any change to existing policies.
2. Overnight and extra trip list will be a combined list.
3. All trips that are taken to nearby communities in which the event will last several hours, such as track meets, the driver will not be paid to stay all day. He/she will deliver the students to the event and then return home. He/she will then return later in the day to pick up the students for the return home. The driver will be paid the driving time plus any waiting time at the event, if necessary. Also the driver will be paid bus clean-up time.
4. For overnight trips the driver will receive pay for all on duty time driving plus clean-up time. This will be verified by use of driver's daily log; plus bus clean-up after returning. The driver will also receive \$50.00, (2) meals - dinner and breakfast, and room.
5. Pay for extra trips is based on the drivers' regular pay with these exceptions:
 - A. Trip eight (8) hours a day or longer where the actual driving time is six (6) hours or less: the maximum pay for these trips will be eight (8) hours pay at the driver's regular rate. This rate is used in place of paying the regular rate for driving time and a lesser rate for waiting time.
 - B. Trips eight (8) hours a day or longer where the actual driving time is more than six (6) hours: the driver will be paid for the total time of the trip.
 - C. Trips eleven (11) hours or longer will be paid in full regardless of driving time.
6. If a driver leaves his/her route to take an extra trip and then the extra trip is canceled or not scheduled, the driver will be paid his/her route time and will be offered the next available unscheduled extra trip.

7. Meals will be paid to drivers and attendants in accordance with Board approved meal allowances.
8. The District reserves the right to schedule and run ski trips. However, the number of buses scheduled to go can change on the day of the trip. If the drivers get to the school and the number of students present can get on a fewer number of buses, the teacher in charge will tell the driver who is last on our trip list that he/she will not be needed that day. The driver will then return to the bus garage and will be paid the one (1) hour call-in pay and be offered the next available unscheduled extra trip.
9. Drivers who are regularly scheduled to work thirty-five (35) or more hours per week will be allowed to participate on the extra trip list providing their time does not exceed forty (40) hours per week.
10. To be eligible for the extra trips list a driver must become a regular Route driver. If that driver as a substitute has driven for an accumulation of at least six months he or she may take extra trips immediately upon becoming a regular Route driver. If not, the driver would have to wait six months before participating on the extra trips list.
11. All open routes will be posted for bid for drivers and attendants. During the school year they will be posted for one week. During summer months they will be posted for two weeks and the union representative will be contacted and informed of such posting.
12. Drivers and attendants that substitute for others on afternoon routes will receive one (1) hour's pay if the route is less than one (1) hour.
13. The supervisor will evaluate candidates for driver and attendant positions for a bid route and make a final decision before a route will be awarded. All areas of the candidate's job performance, including seniority, will be evaluated.
14. All routes will be established at the beginning of school year. Times for those routes will be determined by the drivers after the running of those routes for a few days. The supervisor will verify the time with the driver before the time is established. Also, any clean-up and pre-trip inspection time will be added at this time. All route times may be adjusted by the supervisor if for some reason a route changes. Drivers have the responsibility of reporting route

change times to their supervisor. Time adjustments would be done only after conferring with the driver and attendant. A hearing will be held with the driver or attendant if route changes affect the insurance benefit.

15. Drivers and attendants will be informed that cameras may be placed randomly on their bus route. Viewing of the videotapes will initially be done by the supervisor. The driver and/or attendant may be asked to view the videotape at his/her earliest convenience. Subsequent use of the videotape will be by school personnel in conjunction with any incident observed on the videotape. This may include viewing of the videotape by students and their parents/legal guardians.
16. On posted lists such as the extra trip list, senior driver names will be entered at the top of the list. This also holds true for the substitute list on these same lists. Equal opportunity will be given to all drivers on these lists with respect to quantity, not quality. All new drivers will be added to the bottom of list.
17. The supervisor reserves the right to appoint a driver and/or attendant to a BOCES route after it's been vacated by the present driver and/or attendant.
18. Appointments of drivers and attendants to such posted route(s) as Pre-K, late bus, BOCES and summer school shall be appointed to said route when vacant with all qualifications including seniority given consideration.
19. Drivers will be required to clean their buses for DOT inspection twice per year. A minimum of four (4) hours will be required for such assignment and the drivers will be compensated at their regular rate for such assignment for up to four (4) hours annually.
20. Drivers and attendants required to administer first aid, when needed, will be provided with appropriate training and certification of their ability to perform such duties. Training will be provided at the District's expense and those required to attend such training will be compensated at their regular rate for all hours required for attendance.
21. Drivers will be paid \$225.00 for a thirty (30) hour course to be paid at the completion of the course. Bus attendants will be paid \$150.00 for a thirteen (13) hour course at the completion of the course. This will automatically increase if state/federal mandates indicate more hours are required in the future at the rate of \$7.50 an hour accordingly.

22. Bus drivers will be compensated up to two (2) hours for the biannual behind the wheel road test (Article 19A).
23. If required to work on days when school is not in session, drivers and attendants will be compensated at their regular hourly rate for all hours worked.
24. The District shall reimburse drivers for the difference in cost between a regular driver's license and a CDL. Reimbursement shall be made upon presentation of a receipt confirming the amount paid for the CDL. New test mandates will be paid for Commercial Driver Licensing after they have driven for the District for a period of six (6) months.
25. Bus drivers who fail the Physical Performance Test shall be allowed to use any accumulated unused accruals they had at that particular time until he or she is able to pass such test.
26. If there is an unscheduled incident or situation that occurs that interferes with or extends the normal route time by a minimum of forty-five (45) minutes, the bus driver and or the bus attendant will be compensated at his or her normal hourly rate.

APPENDIX C

ADDISON CENTRAL SCHOOL DISTRICT

Instructional Support Staff Starting Salary Schedule

Title	2008 - 2009	2009 - 2010	2010 - 2011	Exp/ Year
Receiving Clerk	\$8.93	\$9.20	\$9.47	\$0.20
Attendance Clerk	\$8.93	\$9.20	\$9.47	\$0.20
Transportation Clerk	\$8.93	\$9.20	\$9.47	\$0.20
Senior Account Clerk	\$9.74	\$10.04	\$10.34	\$0.25
Typist	\$8.93	\$9.20	\$9.47	\$0.20
Senior Typist	\$9.74	\$10.04	\$10.34	\$0.25
LPN	\$11.91	\$12.26	\$12.63	\$0.25
RN	\$14.07	\$14.49	\$14.93	\$0.25
Teacher Aide	\$7.85	\$8.08	\$8.33	\$0.15
Library Aide	\$7.85	\$8.08	\$8.33	\$0.15
Latch Key Coordinator	\$9.20	\$9.47	\$9.76	\$0.20
Latch Key Assistant Coordinator	\$8.65	\$8.91	\$9.18	\$0.15
Latch Key Helper	\$7.85	\$8.08	\$8.33	\$0.15
Latch Key PC Director	\$14.61	\$15.04	\$15.49	\$0.25
Monitor	\$7.61	\$7.84	\$8.08	\$0.15
Cleaner	\$8.38	\$8.64	\$8.89	\$0.15
Custodian	\$10.28	\$10.59	\$10.91	\$0.25
Head Custodian	\$11.91	\$12.26	\$12.63	\$0.25
Groundskeeper/Maintenance	\$10.28	\$10.59	\$10.91	\$0.25
Bus Attendant	\$8.65	\$8.91	\$9.18	\$0.15
Bus Driver	\$11.91	\$12.26	\$12.63	\$0.25
Head Bus Mechanic	\$15.42	\$15.88	\$16.36	\$0.50
Mechanic	\$13.26	\$13.65	\$14.06	\$0.25
Assistant Cook	\$8.93	\$9.20	\$9.47	\$0.15
Head Cook	\$9.41	\$9.70	\$9.99	\$0.20
Food Driver	\$8.38	\$8.64	\$8.89	\$0.15
Food Service Helper	\$7.85	\$8.08	\$8.33	\$0.15
Senior Food Service Helper	\$8.93	\$9.20	\$9.47	\$0.15